

# EXHIBIT 1



## LICENSE AGREEMENT

AGREEMENT made as of November 14, 1997 between MADISON SQUARE GARDEN CENTER, a division of Madison Square Garden, L.P., having an office at Two Pennsylvania Plaza, New York, New York 10121 ("Licensor") and HAYMON ENTERTAINMENT, having an office at 15 Sevland Road, Newton, Massachusetts 02159 ("Licensee").

**REDACTED**

21. Ancillary Rights: Licensee and Licer hereby agree that there shall be no electronic media exploitation of the Event whatsoever by either party to the Agreement without the prior written consent of both parties hereto. As used in the preceding sentence, the term "electronic media" shall be defined as the exploitation of the Event, to or at any point throughout the universe, whether on a live, delayed or other basis, through any means of signal distribution, exhibition or recordation now known or hereafter created including, but not limited to: standard commercial or noncommercial over-the-air television or radio broadcast, cable television, "over-the-air" subscription or pay television, pay cable television, direct-by-satellite (DBS) television, master antenna television, closed-circuit television, pay-per-view television, hotel, motel or hospital room service; and all cassette, disc and multipoint distribution service exhibitions, all on a subscription, license, rental, sale, or any other basis.